

MOU AMENDMENT NO. 2
CLINICAL STUDENT INTERNS
MONTANA STATE UNIVERSITY - BILLINGS
MOU NO. COR-NRMOU-2021-0404-CSD

This MOU AMENDMENT No. 2 amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Montana State University Billings, (MSUB)**, whose address and phone number are 1500 University Drive, Billings, MT 59101, (406) 657-2011. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above-referenced MOU, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period February 1, 2023, through January 31, 2025, per the terms, conditions, and prices agreed upon. This is the 2nd renewal, 3rd year of the MOU. This MOU, including any renewals, may not exceed a total of four (4) years.
- 2) In accordance with Section 9, of the above-referenced MOU, entitled Compliance with Laws, parties mutually agree to replace the previously agreed-upon language with the language as shown below:

9. COMPLIANCE WITH LAWS

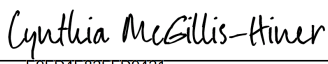
Applicable Laws. MSUB shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act, ACCD1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. MSUB is referred to § 45-5-501, MCA. Any subletting or subcontracting by MSUB subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, MSUB agrees that the hiring of persons to perform this work will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

Except as modified above, all other terms and conditions of MOU No. **COR-NRMOU-2021-CSD** **including Amendment #1**, remain unchanged.

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STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Montana State University Billings
1500 University Drive
Billings, MT 59101

DocuSigned by:

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Cynthia McGillis-Hiner 5/15/2023
(Date)
Bureau Chief
Health Services Bureau

DocuSigned by:

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Leslie Weldon 5/15/2023
(Date)
Vice Chancellor for Administration and Finance

Approved as to Form:

DocuSigned by:

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Ashley Salmon, Contracts Officer 5/12/2023
(Date)
Financial Services Bureau

Approved as to Legal Content:

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Iryna O'Connor, Legal Counsel 5/12/2023
(Date)
Legal Services Bureau

MOU AMENDMENT NO. 1
MONTANA STATE UNIVERSITY – BILLINGS CLINICAL STUDENT INTERN SERVICES
MOU NO: COR-NRMOU-2021-0404-CSD

This MOU AMENDMENT No.1 amends the above-referenced MOU between the **State of Montana, Department of Corrections, Montana Women's Prison** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Montana State University Billings**, (MSUB), whose address and phone number are 1500 University Drive, Billings, MT 59101, (406) 657-2011. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2 of the above referenced MOU, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period February 1, 2022, through January 31, 2023, per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the MOU. This MOU, including any renewals, may not exceed a total of four (4) years.
- 2) In accordance with Section 3, of the above referenced MOU, entitled Duties/Responsibilities of Parties, subsection 3.2, entitled Rules and Regulations, parties mutually agree to the change in language as shown below:

CURRENT:

3.2 Rules and Regulations MSUB students will be subject to State and facility-specific rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with the uniform requirements, and receipt of required immunizations.

NEW:

3.2 Rules and Regulations MSUB students will be subject to State and facility-specific rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with the uniform requirements, and requested immunizations.

No changes to the subsection 3.2, 2nd and 3rd paragraphs.

- 3) In accordance with Section 4, of the above referenced MOU, entitled Liaisons and Notice, subsection 4.1, entitled MOU Liaisons, parties mutually agree to the change in language as shown below:

CURRENT:

R.E. Hazen is State's Liaison
 Montana Women's Prison
 701 South 27th Street
 Billings, MT 59101
 (406) 247-5100
ray.hazen@mt.gov

NEW:

Christine Lohof-Crago is State's Liaison
 Montana Women's Prison
 701 South 27th Street
 Billings, MT 59101
 (406) 247-5143
Christine.Lohof-Crago@mt.gov

- 4) In accordance with Section 9, of the above referenced MOU, entitled Defense, Indemnification/Hold Harmless, parties mutually agree to the addition of the language as shown below:

9. HOLD HARMLESS / INDEMNIFICATION

Each party shall be solely liable for its own tortious acts or omissions or breaches of third-party contractual rights, related to this Agreement. In addition, these covenants shall extend to MSUB, the Montana University System, plus all University and System agents, representatives, and employees.

The Parties agree that the extent of liability of the Parties as entities of the State of Montana, their officials and employees is controlled and limited by the provisions of Title2, Chapter 9, MCA. Any provisions of this contract, whether or not incorporated by reference shall be controlled, limited, and otherwise modified to limit any liability of the State of Montana and the Parties to that set forth in the above-cited laws.

Except as modified above, all other terms and conditions of MOU No. COR-NRMOU-20221-CSD, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Montana State University Billings
1500 University Drive
Billings, MT 59101

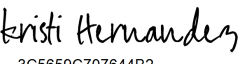
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 Cynthia McGillis-Hiner (Date)
 Acting Health Services Director
 Health Services Bureau


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 Susan Simmers (Date)
 Vice Chancellor for Administration and Finance

Approved as to Form:

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 Kristi L. Hernandez, Contracts Officer (Date)
 Financial Services Bureau

Approved as to Legal Content:

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 Molenda McCarty, Legal Counsel (Date)
 Legal Services Bureau

**DEPARTMENT OF CORRECTIONS AND MONTANA STATE UNIVERSITY BILLINGS (MSUB)
MEMORANDUM OF UNDERSTANDING**

1. PARTIES

The **Montana Department of Corrections, Montana Women's Prison (State)** and **Montana State University Billings (MSUB)** hereby enter into this Memorandum of Understanding (MOU) COR-NRMOU-2021-0404-CSD. The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana Women's Prison
701 South 27th Street
Billings, MT 59101
(406) 247-5100

Montana State University Billings
1500 University Drive
Billings, MT 59101
(406) 657-2011

MONTANA DEPARTMENT OF CORRECTIONS, MONTANA WOMEN'S PRISON, HEREINAFTER REFERRED TO AS STATE, AND MONTANA STATE UNIVERSITY BILLINGS, HEREINAFTER REFERRED TO AS MSUB, AS PARTIES TO THIS MOU AND FOR GOOD AND VALUABLE CONSIDERATION SET OUT HEREIN, AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION AND RENEWAL

This MOU shall take effect on upon final signature, and shall terminate on January 31, 2022, unless terminated earlier in accordance with the terms herein. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed for a period not to exceed a total of three (3) additional years.

3. DUTIES/RESPONSIBILITIES OF PARTIES

3.1 Schedules The faculty of MSUB will assume responsibility, in coordination with State, for the assignment of one (1) to three (3) students, studentschedules, and the availability of clinical experiences. Changes to student schedules and the maximum number of students shall be agreed to by both parties.

3.2 Rules and Regulations MSUB students will be subject to State and facility-specific rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with the uniform requirements, and receipt of required immunizations.

MSUB students will be subject to a criminal background check completed by the State. Montana Women's Prison (MWP) requires two (2) days advance notice of all clinical students requiring entrance to the facility. Name, date of birth, social security number, gender, and race of each of the clinical students will need to be faxed, (406) 247-5161, to the State liaison. Clinical students will not be allowed into the facility without first submitting to and passing a State background check.

MSUB shall ensure that clinical students have liability insurance and health insurance coverage for the duration of their clinical experience with State.

3.3 Supervision and Curriculum Development State will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students inasmuch as the students' presence affects the operation of the facility and/or the direct and indirect care of patients. The MWP faculty is responsible for the supervision of the education of the students as well as curriculum construction.

3.3.1 Course Requirements Participating students will have appropriate academic background for clinical placement. A copy of the course/clinical objectives will be made available to State. Students will meet the clinical objectives for this course in part by participating in a variety of activities at MWP and also by observing and working with a clinical services staff member. Onsite/Online consultation by MSUB faculty will occur one (1) to two (2) times or as needed throughout the semester. In addition, the MSUB faculty will be available to students via telephone during their clinical experiences should they require immediate guidance or consultation.

3.3.2 Role of Student Students may supplement but will not be used to supplant professional and/or regular State personnel. While in State facilities, students will have the status of trainees; and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. State and its staff will provide such supervision of the educational and clinical activities as is reasonable and is appropriate to the circumstances and to the student's level of training.

3.3.3 Attendance and Conduct MSUB will provide State with standards of conduct expected of students. Attendance will average four (4) to eight (8) hours per week for six (6) to twelve (12) weeks during the semester.

3.3.4 Student Removal MSUB will remove any student from MWP if the student, for reasons of health, performance, breach of confidentiality, questionable conduct, and/or other causes, becomes unacceptable to State.

3.4 Orientation An orientation to MWP will be provided to each new student group. This program may cover items such as student conduct, patient respect, confidentiality of patient care or confidentiality of protected health information, facility rules, and location of various areas within the facility.

3.4.1 The MSUB faculty will meet with the Mental Health Manager and orient them to the role of the student. The faculty will be in phone or email contact with the assigned mental health staff.

3.5 Evaluations MSUB will establish criteria appropriate for the evaluation of students. There will be a coordinating person at State who will provide guidance and on-site direction to the students placed there. MSUB faculty members and State supervisors will evaluate the students' performance according to established criteria and curriculum guidelines.

3.6 Equipment and Supplies State will make equipment and supplies available for clinical learning experiences; however, supplies furnished may be limited to those that would normally be used in the course of patient, and available supplies will be dependent on the current or expected needs of MWP.

3.7 Health To be eligible for assignment at MWP, students must conform to public health

standards and be physically able to perform all physical requirements as determined by State.

3.7.1 Prior to registration for a semester that includes clinical experience, each student covered by this agreement will furnish MSUB with a certificate indicating that he/she has had a negative tuberculin skin test (PPD), negative chest X-ray, or negative sputum culture and a negative COVID-19 test result within a week of arrival for services.

3.7.2 Prior to clinical experience, a thorough physical examination with an update of immunizations will be required. Each student will submit a statement from the student's physician indicating that there is no known medical reason why the student should not participate in the clinical or academic phases of the program.

4. LIAISONS AND NOTICE

4.1 MOU Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. MSUB shall designate a liaison that will provide the single point of contact for management and coordination of State's work. All work performed under this MOU must be coordinated between State's liaison and MSUB's liaison.

R. E. Hazen is State's liaison
Montana Women's Prison
701 South 27th Street
Billings, MT 59101
(406) 247-5100
ray.hazen@mt.gov

Dr. Becky Lyons is MSUB's liaison
Montana State University Billings
1500 University Drive
Billings, MT 59101
(406) 657-2011
blyons@msubillings.edu

4.2 Notifications. All notices and invoices required in this MOU shall be in writing, properly addressed to the liaison in 4.1 above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

5. AMENDMENTS

All amendments to this MOU shall be in writing and signed by the parties.

6. TERMINATION AND DEFAULT

6.1 The State may, by written notice to MSUB, terminate this MOU in whole or in part at any time MSUB fails to perform as required in this MOU.

6.2 Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

7. INTEGRATION

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall

be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

8. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this MOU is illegal and void shall not affect the legality and enforceability of any other provision of this MOU, unless the provisions are mutually dependent.

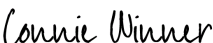
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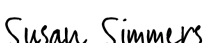
STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

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Connie Winner
Administrator Clinical Services Division
2/25/2021

Date

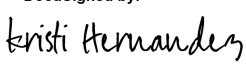
MONTANA STATE UNIVERSITY BILLINGS
1500 University Drive
Billings MT 59101
Federal Tax ID#816001642

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Susan Simmers
Vice Chancellor for Administration and Finance
2/25/2021

Date


Approved as to Form by:

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Contracts Officer
Department of Corrections
2/24/2021

Date

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DocuSigned by:

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Legal Counsel
Department of Corrections
2/24/2021

Date